

ORIGINAL

FAKED

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6 Attorneys for Defendant, FREIGHTLINER
CUSTOM CHASSIS CORPORATION, sued
7 and served herein as DOE 1

8
9 UNITED STATES DISTRICT COURT
10 SOUTHERN DISTRICT OF CALIFORNIA

11
12 ROLAND NATOLI and BARBARA
NATOLI individuals,

13 Plaintiffs,

14 vs.

15 TIFFIN MOTOR HOMES, INC., and
16 DOES 1-100, inclusive,

17 Defendants.

CASE NO.

**NOTICE TO UNITED STATES
DISTRICT COURT CLERK OF
REMOVAL OF ACTION; DEMAND
FOR JURY TRIAL**

[28 U.S.C. § 1441(a) and (b)]

(Diversity)

**[Filed Concurrently With Notice of
Joinder and Notice of Interested
Parties]**

18
19
20
21 PLEASE TAKE NOTICE that defendant FREIGHTLINER CUSTOM CHASSIS
22 CORPORATION (hereinafter referred to as "FREIGHTLINER") hereby removes to this
23 Court the state action described below:

24 1. On November 29, 2007, plaintiffs ROLAND NATOLI and BARBARA
25 NATOLI ("plaintiffs") commenced an action in the Superior Court of the State of
26 California, County of San Diego, entitled Roland Natoli and Barbara Natoli v. Tiffin
27 Motor Homes, Inc. and Does 1 through 100, inclusive, Case No. 37-2007-00082477-CU-
28 MC-CTL.

1 2. On or about December 7, 2007, plaintiffs served defendant TIFFIN MOTOR
2 HOMES, INC. ("TIFFIN") with Summons and Complaint.

3 3. In March of 2008, plaintiffs filed a First Amended Complaint.

4 4. On or about March 17, 2008, plaintiffs filed an Amendment to Complaint
5 designating FREIGHTLINER as "DOE 1." However, plaintiffs did not serve
6 FREIGHTLINER with the DOE Amendment until April 22, 2008.

7 5. On or about April 22, 2008, plaintiffs served FREIGHTLINER with
8 Summons, the DOE Amendment, and the First Amended Complaint. True and correct
9 copies of the Summons, DOE Amendment, and First Amended Complaint are attached
10 hereto and incorporated by reference herein as **Exhibit A**.

11 6. FREIGHTLINER filed an Answer to the First Amended Complaint on May
12 16, 2008 in the above-entitled state court action. A true and correct copy of the Answer is
13 attached hereto and incorporated by reference herein as **Exhibit B**.

14 7. This action is a civil action over which this Court has original jurisdiction
15 under 28 U.S.C. §1332, in that it is a civil action between citizens of different states and
16 the matter in controversy exceeds the sum or value of \$75,000.00, exclusive of interest
17 and costs. Therefore, pursuant to the provisions of 28 U.S.C. §1441(a), FREIGHTLINER
18 may remove this action to this court.

19 8. Diversity is established when an action "is between citizens of different
20 States." 28 U.S.C. § 1332(a)(1). Pursuant to 28 U.S.C. § 1332(c)(1), "a corporation shall
21 be deemed to be a citizen of any State by which it has been incorporated and of the State
22 where it has its principal place of business." 28 U.S.C. §1332(c)(1).

23 9. At all times relevant to this action and removal, plaintiffs have been citizens
24 of California.

25 10. At all times relevant to this action and removal, corporate defendant TIFFIN
26 has been a citizen of Alabama. TIFFIN was incorporated in Alabama in 1991 and its
27 principal place of business is Alabama. TIFFIN's manufacturing plant and home office
28 are located in Alabama. TIFFIN conducts the bulk of its business and is most noticeably

1 present in Alabama. TIFFIN has joined in this Notice of Removal of Action as indicated
2 in the Notice of Joinder filed concurrently herewith.

3 11. At all time relevant to this action and removal, corporate defendant and
4 removing party FREIGHTLINER has been a citizen of Delaware (state of incorporation)
5 and South Carolina (principal place of business). FREIGHTLINER was incorporated in
6 the state of Delaware in 1995. FREIGHTLINER's manufacturing plant, corporate office,
7 employees, officers, directors, and bank accounts are located in South Carolina.
8 FREIGHTLINER conducts the bulk of its business and is most noticeably present in
9 South Carolina.

10 12. Plaintiffs have not named or served any other defendants in this action, nor
11 have any other defendants appeared in this action to date. The remaining "DOE"
12 defendants are wholly fictitious and sham parties against whom no relief is, or could be,
13 sought in this action. Pursuant to 28 U.S.C. § 1441(a), this Court should disregard the
14 citizenship of any defendant sued under this fictitious name.

15 13. It is apparent from the face of the First Amended Complaint that plaintiffs
16 seek recovery of an amount in excess of \$75,000.00, exclusive of costs and interests.
17 Plaintiffs allege they purchased a motor vehicle that suffered from nonconformities which
18 substantially impaired its use. As a result of said nonconformities, plaintiffs seek
19 replacement of the vehicle or restitution in the following amounts: (1) down payment of
20 \$13,500; (2) trade-in of \$4,900; (3) payments in the total amount of \$18,107.04 as of
21 December 2007 and continuing at the rate of \$1,131.69 per month; (4) registration fees in
22 the amount of \$1,048; and (5) pay off of the loan on the vehicle in the amount of \$165,
23 490.11. Plaintiffs also seek civil penalties available under the California Song-Beverly
24 Act, Civil Code § 1790 et seq. and attorney's fees. (See Plaintiffs' First Amended
25 Complaint, ¶ 10, attached hereto as Exhibit A.)

26 14. FREIGHTLINER has, therefore, met its burden of showing a reasonable
27 probability that the amount in controversy satisfies the federal jurisdictional amount.

28 ///

EXHIBIT "A"

ON FIRST
SUMMONS AMENDED COMPLAINT
 (CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

TIFFIN MOTOR HOMES, INC., a Corporation, and DOES 1 through 100,
 inclusive

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
 ROLAND NATOLI and BARBARA NATOLI

RECEIVED SUM-100

FOR COURT USE ONLY
 (SOLO PARA USO DE LA CORTE)

APR 22 2008

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in the proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia. Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:
 (El nombre y dirección de la corte es):

San Diego Superior Court, Central Division
 330 W. Broadway
 San Diego, CA 92101

CASE NUMBER: 37-2007-00082477-
 (Número del Caso) CU-MC-CTI.

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
 Douglas C. Sohn, SOHN & ASSOCIATES, 619-237-7646
 110 W. C Street, Suite 1300, San Diego, CA 92101

K Brown

DATE:

(Fecha) MAR 18 2008

Clerk, by

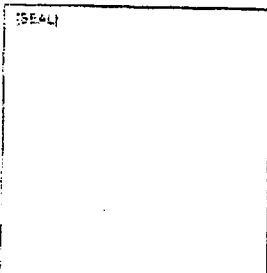
(Secretario)

Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☒ on behalf of (specify): **FREIGHTLINER CUSTOM CHASSIS CORP.**
 under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person).
☐ other (specify):
4. ☐ by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Please, state her number, and address): Douglas C. Sohn SBN 82920 SOHN & ASSOCIATES 110 W. C Street, Suite 1300 San Diego, CA 92101 TELEPHONE NO.: 619-237-7646 FAX NO.: 858-759-4299		FOR COURT USE ONLY FILED CIVIL BUSINESS OFFICE 14 CENTRAL DIVISION 03 MAR 17 PM 2:54 CLERK-SUPERIOR COURT SAN DIEGO COUNTY, CA
ATTORNEY FOR (Name): Plaintiffs ROLAND NATOLI and BARBARA NATOLI SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO <input checked="" type="checkbox"/> HALL OF JUSTICE, 330 W BROADWAY, SAN DIEGO, CA 92101-3827 <input type="checkbox"/> NORTH COUNTY DIVISION, 325 S. MELROSE DR., VISTA, CA 92081-6843 <input type="checkbox"/> EAST COUNTY DIVISION, 250 E. MAIN ST., EL CAJON, CA 92020-3941 <input type="checkbox"/> RAMONA BRANCH, 1428 MONTECITO RD., RAMONA, CA 92085-5200 <input type="checkbox"/> SOUTH COUNTY DIVISION, 500 3RD AVE., CHULA VISTA, CA 91910-5640		
PLAINTIFF(S) ROLAND NATOLI and BARBARA NATOLI		JUDGE William R. Nevitt, Jr.
DEFENDANT(S) TIFFIN MOTOR HOMES, INC., et al.		DEPT: C-64
AMENDMENT TO COMPLAINT (CCP 473, 474)		CASE NUMBER 37-2007-00082477-CU-MC-CTL

Under Section 474, Code of Civil Procedure:

FICTITIOUS NAME (Court order required once case is at issue. San Diego Superior Court Rules, Division II, rule 2.10)

Plaintiff(s), being ignorant of the true name of a defendant when the complaint in the above-named case was filed, and having designated said defendant in the complaint by the fictitious name of

DOE I

and having discovered the true name of the said defendant to be

FREIGHTLINER CUSTOM CHASSIS CORP.

amends the complaint by inserting such true name in place and stead of such fictitious name wherever it appears in said complaint.

Date: March 12, 2008

DOUGLAS C. SOHN

Attorney(s) for Plaintiff(s)

Under Section 473, Code of Civil Procedure:

NAME - Add or Correct (Court order required)

Plaintiff(s), having designated a ☒ defendant ☐ plaintiff in the complaint by the name ofand having discovered ☐ said name to be incorrect and the correct name is ☐ defendant also uses the name ofamends the complaint by ☐ substituting ☐ adding such name(s) wherever the name of

appears in said complaint.

Date: _____

Attorney(s) for Plaintiff(s)

ORDER

The above amendment to the complaint is allowed.

Date: _____

Judge of the Superior Court

1 Law Offices
2 **Sohn & Associates**
3 Douglas C. Sohn
4 State Bar No. 82920
5 110 West C Street, Suite 1300
6 San Diego, California 92101
7 (619) 237-7646
8 (858) 484-3365 Fax

9 Attorney for Plaintiffs

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF SAN DIEGO**

12 **ROLAND NATOLI and BARBARA**
13 **NATOLI,**

14 Plaintiffs,

15 v.

16 **TIFFIN MOTOR HOMES, INC., a**
17 **Corporation, and DOES 1 through 100,**
18 **inclusive,**

19 Defendants.

) **CASE NO: 37-2007-00082477-CU-MC-CTL**

) **Judge: William R. Nevitt, Jr.**

) **Dept. C-64**

) **Complaint Filed: November 29, 2007**

) **FIRST AMENDED COMPLAINT FOR**
20 **RESTITUTION AND DAMAGES (Song-**
21 **Beverly)**

) **JURY TRIAL DEMANDED**

22 **FIRST CAUSE OF ACTION**
23 **SONG-BEVERLY ACT**
24 **(All Defendants)**

25 **PLAINTIFFS ALLEGE:**

26 1. Plaintiffs ROLAND NATOLI and BARBARA NATOLI (hereinafter "Plaintiffs")
27 are, and at all times mentioned herein were, married individuals and buyers or lessees of a
28 consumer good or new motor vehicle as defined in Civil Code Section 1790 et seq..

29 2. Defendant TIFFIN MOTOR HOMES, INC. (hereinafter "Defendant TIFFIN") is,
30 and at all times mentioned herein was, a corporation qualified to do business in, and doing
31 business in, the State of California, and a manufacturer or distributor of consumer goods as
32 defined in Civil Code Section 1790 et seq..

33 3. Plaintiffs are ignorant of the true names and capacities of Defendants sued herein as

1 Does 1 through 100 and therefore sue said Defendants by such fictitious names. Plaintiffs will
 2 seek leave of court to amend this Complaint to allege their true names and capacities when the
 3 same becomes known to them. Plaintiffs are informed and believe and thereupon allege that
 4 each of said fictitiously named Defendants is responsible in some manner for Plaintiffs'
 5 damages as herein alleged.

6 4. Plaintiffs are informed and believe and thereupon allege that each of the defendants
 7 named herein was the agent or employee of each of the other defendants named herein and in
 8 doing those things hereinalleged was acting within the course and scope of said agency or
 9 employment.

10 5. On or about August 3, 2006, Plaintiffs purchased a 2006 Allegro Bay Recreational
 11 Vehicle, VIN 4UZACLBW26CX60514, manufactured or distributed by Defendant TIFFIN
 12 (hereinafter "the Vehicle") for which Defendant TIFFIN made one or more express warranties.
 13 The Vehicle was a consumer good or new motor vehicle, as defined in Civil Code 1790 et seq..
 14 Attached hereto, for reference only, and marked "Exhibit A" is one of said express warranties.

15 6. Sometime after purchase, and within the warranty period, the Vehicle began to
 16 suffer from nonconformities which substantially impaired the use, value, or safety of the new
 17 motor vehicle to Plaintiffs. The nonconformities (hereinafter "the nonconformities") include,
 18 but are not limited to, the following: defective leveler jack, defective slideouts, defective
 19 engine, defective turbo hose clamp, defective DVD player, defective carpet, defective doors,
 20 defective vents, defective tow harness, defective wall paneling, defective radio, defective
 21 shower, defective windows, defective chassis charge air cooler.

22 7. Each of the foregoing defects was covered by one or more express warranties made
 23 by Defendant TIFFIN, including, but not limited to, Exhibit A.

24 8. Within the past four years, Plaintiffs delivered the Vehicle to Defendant TIFFIN's
 25 service and repair facility within the County of San Diego, for service or repair of the
 26 nonconformities.

27 9. Despite a reasonable number of attempts, and despite more than 30 days out of
 28 service, Defendant TIFFIN's service and repair facility has been unable to service or repair the

1 Vehicle to conform to the express warranty or warranties given by Defendant TIFFIN.

2 10. As a result, Plaintiffs are entitled to replacement of the Vehicle, or restitution, in the
3 following amounts: down payment of \$13,500, trade-in of \$4,900, payments in the total amount
4 of \$18,107.04 as of December, 2007 and continuing at the rate of \$1,131.69 per month, 2008
5 registration in the amount of \$1,048.00 and continuing annually, and pay off of the loan on the
6 Vehicle in the approximate amount of \$165,490.11. Plaintiffs will amend this complaint to
7 allege said amounts more particularly when they become known to them, or according to proof
8 at the time of trial.

9 11. As a further result, Plaintiffs have incurred incidental damages in an amount as yet
10 unascertained. Plaintiffs will amend this complaint to allege said amount when it becomes
11 known to them, or according to proof at the time of trial.

12 12. As a further result, Plaintiffs have incurred consequential damages in an amount as
13 yet unascertained. Plaintiffs will amend this complaint to allege said amount when it becomes
14 known to them, or according to proof at the time of trial.

15 13. Defendant TIFFIN willfully failed to promptly repurchase or replace the Vehicle
16 when request was made therefor, and Plaintiffs are entitled thereby to a civil penalty in the
17 amount of twice Plaintiffs' actual damages.

18 14. Plaintiffs have incurred attorney's fees and costs in bringing the within action
19 pursuant to Civil Code Section 1790 et seq., in amount as yet unascertained. Plaintiffs will
20 amend this complaint to allege said amount when it becomes known to them, or according to
21 proof at the time of trial.

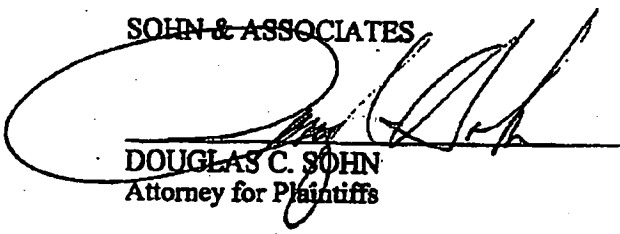
22 WHEREFORE, Plaintiffs pray judgment against Defendants, and each of them, as
23 follows:

- 24 1. Replacement of the Vehicle or restitution;
- 25 2. Incidental damages according to proof;
- 26 3. Consequential damages according to proof;
- 27 4. Civil penalty;
- 28 5. Attorney's fees;

- 1 6. Costs of suit;
- 2 7. Pre-judgment and post-judgment interest at the lawful rate; and,
- 3 8. Such other and further relief as the Court may deem just and proper.
- 4

5 DATED: March 5, 2008

SOHN & ASSOCIATES

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8 DOUGLAS C. SOHN
9 Attorney for Plaintiffs
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27 Law Offices
28 Sohn &
Associates
110 West C St
Suite 1300
San Diego, CA 92101
(619) 237-7646

PART I. NEW VEHICLE BASIC WARRANTY

1. **COVERAGE TO PURCHASER.** This limited warranty (Limited Warranty) applies to the first purchaser (Purchaser) and does not apply to an owner other than the Purchaser. This Limited Warranty also does not apply to any rental or leased unit, or to any unit used in whole or in part for a commercial purpose.

2. **WARRANTY PERIOD AND REMEDIES.** Tiffin Motorhomes, Inc. (Tiffin) warrants that the portions of the vehicle which Tiffin manufactures or assembles shall be free from defect (Defect) in material and workmanship for the period beginning on the date of purchase and continuing for one (1) year from the date of purchase, or twelve thousand (12,000) miles, whichever occurs first (the Warranty Period). The date of purchase shall be the date that the vehicle is delivered to you.

In the event of a covered Defect during the Warranty Period, Tiffin will repair the defect or, at its option, replace parts as necessary at no charge to Purchaser, except for the items which are specifically excluded below. These are Purchaser's sole and exclusive remedies. This Limited Warranty applies only to the covered portion of the vehicle and any of its parts supplied or manufactured by Tiffin, which are defective at the time of purchase or become defective during normal use during the Warranty Period. The Defect must occur under normal use of the vehicle during the Warranty Period.

This warranty does not apply to items and parts not manufactured or supplied by Tiffin, nor to items purchased, manufactured or installed outside the Tiffin's factory. Except as provided in this Warranty, the entire risk as to the quality and performance of the vehicle is with the Purchaser.

3. **ITEMS COVERED.** This warranty covers the steel or aluminum frame super structure including wall paneling, decor board, headliner, foam insulation, fiberglass skin, rubber roof, and all other parts of the Hydra-Vac walls and roof. This warranty also covers the following list of equipment, some of which may also come with warranties from their respective manufacturers:

Air Conditioner (dash)	Water Heater
Air Conditioner (roof)	Carpet
T.V. Antenna	Cushion Foam
Converter (110-12V)	Compartment Doors
Water Pump	Driver/Passenger Seats
Furnace	Electrical Systems
L.P. Gas Bottle	Cushion Fabric
Power Range Hood	Fire Extinguisher
Pre-finished Paneling	Faucets
Range	Light Fixtures
Refrigerator	Plumbing System
Sink	Switches
Stereo	Shower Door
Vacuum Cleaner	Vinyl
Showerhead	Sealants
L.P Gas Valves	Windows
Interior and Exterior	Fuses
Toilet	

1 **PROOF OF SERVICE BY MAIL**

2

3 I declare that I am employed in the County of San Diego, State of California, that I am

4 over the age of eighteen years and not a party to the within action, and that my business address

5 is 110 W. C Street, Suite 1300, San Diego, CA 92101.

6 I am readily familiar with the firm's practice of collection and processing of

7 correspondence for mailing with the United States Postal Service. Under that practice, it

8 would, in the ordinary course of business, be deposited, with first class postage fully prepaid

9 thereon, with the United States Postal Service that same day pursuant to Code of Civil

10 Procedure Section 1013a. I am aware that on a motion of party served, service is presumed

11 invalid if postal cancellation date or postage meter date is more than one day after date of

12 deposit for mailing affidavit.

13 On March 5, 2008, I served the foregoing FIRST AMENDED COMPLAINT FOR

14 RESTITUTION AND DAMAGES on the interested parties in this action by placing a true copy

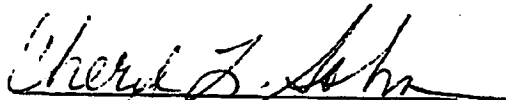
15 thereof, enclosed in a sealed envelope, addressed as follows, for collection and mailing on that

16 date, following ordinary business practices:

17 Matthew M. Proudfoot, Esq.
 18 GATES, O'DOHERTY, GONTER & GUY
 19 15635 Alton Parkway, Suite 260
 Irvine, CA 92618

20 I declare under penalty of perjury that the foregoing is true and correct.

21 Executed this 5th day of March, 2008, at San Diego, California.

22 

23 CHERYL L. SOHN

24

25

26

27 San Diego
 Sohn &
 Associates
 110 West C St
 Suite 1300
 San Diego, CA 92101
 (619) 237-7646

28

EXHIBIT B

1 Richard C. Moreno (SBN 190869)
Anastasia K. Mazzella (SBN 245201)
2 **MURCHISON & CUMMING, LLP**
801 South Grand Avenue, 9th Floor
3 Los Angeles, California 90017-4613
Telephone: (213) 623-7400
4 Facsimile: (213) 623-6336
E-Mail: rmoreno@murchisonlaw.com
5 amazzella@murchisonlaw.com

6 Attorneys for Defendant, FREIGHTLINER
CUSTOM CHASSIS CORPORATION, sued
7 and served herein as DOE 1

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN DIEGO

10
11 ROLAND NATOLI and BARBARA
NATOLI individuals,

12 Plaintiffs,

13 vs.

14 TIFFIN MOTOR HOMES, INC., and
15 DOES 1-100, inclusive,

16 Defendants.

CASE NO. 37-2007-00082477-CU-MC-
CTL

ANSWER TO FIRST AMENDED
COMPLAINT ON BEHALF OF
FREIGHTLINER CUSTOM CHASSIS
CORPORATION

Assigned to Hon. William R. Nevitt, Jr.,
Dept. C-64

Action Filed: November 29, 2007
Trial Date: None Set

17
18
19 Defendant FREIGHTLINER CUSTOM CHASSIS CORPORATION, for itself and itself
20 alone, in answer to plaintiffs' First Amended Complaint ("Complaint") on file herein, admits,
21 denies and alleges as follows:

22 **GENERAL DENIAL**

23 1. By virtue of and pursuant to the provisions of Code of Civil Procedure section
24 431.30, this answering defendant generally and specifically denies each and every, all and
25 singular, conjunctively and disjunctively, allegation contained in said Complaint, and each and
26 every part thereof, and each and every cause of action thereof, and further specifically denies
27 that plaintiff has been injured or damaged in the sum alleged, or in any other sum, or at all, by
28 reason of any carelessness, negligence, act or omission of this answering defendant.

FIRST AFFIRMATIVE DEFENSE

2. As a first and separate affirmative defense to the complaint, this answering defendant alleges that each cause of action is barred by the applicable statute of limitations.

SECOND AFFIRMATIVE DEFENSE

3. As a second and separate affirmative defense to the complaint, this answering defendant alleges that each of the causes of action fails to set forth facts sufficient to constitute a cause of action against this answering defendant.

THIRD AFFIRMATIVE DEFENSE

4. As a third and separate affirmative defense to the complaint, this answering defendant alleges that plaintiffs are barred from proceeding with said causes of action for failure to provide the requisite notice to defendant regarding their warranty claims.

FOURTH AFFIRMATIVE DEFENSE

5. As a fourth and separate affirmative defense to the complaint, this answering defendant alleges that plaintiffs lack standing to sue and are not in privity with defendant.

FIFTH AFFIRMATIVE DEFENSE

6. As a fifth and separate affirmative defense to the complaint, this answering defendant alleges that plaintiffs and/or their agents acted negligently, recklessly, or intentionally in and about the matters alleged herein and to the extent that plaintiffs seek recovery for the alleged negligence, reckless and/or intentional acts and/or omissions of this answering defendant, recovery should be offset to the extent of plaintiffs' own negligent, reckless, and/or intentional actions and/or omissions.

SIXTH AFFIRMATIVE DEFENSE

7. As a sixth and separate affirmative defense to the complaint, this answering defendant alleges that plaintiffs' damages, if any, were proximately caused by the negligent, reckless, or intentional acts of third parties as to whom this answering defendant had neither the right nor the duty nor the opportunity to exercise control and who acted without the knowledge, participation, approval, or ratification of this answering defendant.

///

SEVENTH AFFIRMATIVE DEFENSE

8. As a seventh and separate affirmative defense to the complaint, this answering defendant alleges that plaintiffs are guilty of unreasonable delay in filing suit herein, which delay has caused prejudice to this answering defendant and that, therefore, this action is barred by laches.

EIGHTH AFFIRMATIVE DEFENSE

9. As an eighth and separate affirmative defense to the complaint, this answering defendant alleges that plaintiffs are barred from asserting each and every purported cause of action in the complaint by reason of plaintiffs and their agents having ratified, consented, and approved the alleged wrongful acts and/or omissions of this answering defendant.

NINTH AFFIRMATIVE DEFENSE

10. As a ninth and separate affirmative defense to the complaint, this answering defendant alleges that plaintiffs are equitably estopped from asserting each and every purported cause of action in the complaint by reason of the acts, the omissions, and conduct of plaintiffs and/or certain of their agents upon which this answering defendant relied to its prejudice and detriment.

TENTH AFFIRMATIVE DEFENSE

11. As a tenth and separate affirmative defense to the complaint, this answering defendant alleges that plaintiffs are barred from recovering on each and every purported cause of action by reason of waiver.

ELEVENTH AFFIRMATIVE DEFENSE

12. As an eleventh and separate affirmative defense to the complaint, this answering defendant alleges plaintiffs are barred from recovering on each and every purported cause of action by virtue of their unclean hands.

TWELFTH AFFIRMATIVE DEFENSE

13. As a twelfth and separate affirmative defense to the complaint, this answering defendant alleges that all of plaintiffs' causes of action are barred because plaintiffs and/or their

1 agents had the opportunity to and did fully inspect the product in question and approved of the
2 condition of the product.

3 **THIRTEENTH AFFIRMATIVE DEFENSE**

4 14. As a thirteenth and separate affirmative defense to the complaint, this answering
5 defendant alleges that plaintiffs could have, by the exercise of reasonable diligence, limited or
6 prevented their damages, if any, as a result of the alleged wrongful acts set forth in the
7 complaint and that they have failed or refused to do so. Such failure or refusal on the part of
8 plaintiffs constitute a failure to mitigate their damages.

9 **FOURTEENTH AFFIRMATIVE DEFENSE**

10 15. As a fourteenth and separate affirmative defense to the complaint, this answering
11 defendant alleges that plaintiffs were, at all times, fully apprised of all material facts regarding
12 each and every act alleged in the complaint and that plaintiffs acted or refrained from acting
13 with the full knowledge of all circumstances.

14 **FIFTEENTH AFFIRMATIVE DEFENSE**

15 16. As a fifteenth and separate affirmative defense to the complaint, this answering
16 defendant alleges that all of the work allegedly performed by defendant was performed in a
17 workmanlike manner, which was performed in accordance with all applicable codes,
18 ordinances, and regulations, and was approved by all applicable municipal agencies.

19 **SIXTEENTH AFFIRMATIVE DEFENSE**

20 17. As a sixteenth and separate affirmative defense, this answering defendant alleges
21 that the damages allegedly sustained by plaintiffs were the proximate result of plaintiffs' or
22 others' misuse of the product or subsequent modification, repair and/or maintenance of the
23 product involved.

24 **SEVENTEENTH AFFIRMATIVE DEFENSE**

25 18. As a seventeenth and separate affirmative defense, this answering defendant
26 alleges that all events, happenings, and damages, if any, as set forth in the complaint were the
27 result of an unforeseeable Act of God.

28 ///

1 **EIGHTEENTH AFFIRMATIVE DEFENSE**

2 19. As an eighteenth and separate affirmative defense, this answering defendant
3 alleges that defendant's product was duly inspected, approved and accepted by the plaintiffs,
4 their agents and duly authorized representatives, payment(s) was/were made pursuant to the
5 terms and conditions of any contracts between said persons and this defendant.

6 **NINETEENTH AFFIRMATIVE DEFENSE**

7 20. As a nineteenth and separate affirmative defense, this answering defendant
8 alleges that the losses and damages allegedly sustained by plaintiffs, if any, were proximately
9 caused by the intervening and superseding acts of others, which intervening and superseding
10 acts bar and/or diminish plaintiffs' recovery, if any, against this answering defendant.

11 **TWENTIETH AFFIRMATIVE DEFENSE**

12 21. As a twentieth and separate affirmative defense, this answering defendant alleges
13 that, prior to and at the time of the sale herein, there was attached to the goods a conspicuous
14 writing which clearly informed the buyer in simple and concise language that the goods were
15 being sold pursuant to a limited warranty which is limited to repair and replacement of
16 conditions and/or components covered under the warranty; that the entire risk as to the quality
17 and performance of the goods was with the buyer; and that should the goods prove defective
18 following their purchase, the buyer and not the manufacturer, distributor or retailer assumed the
19 entire cost of all necessary servicing or repair. As a result, defendant effectively disclaimed any
20 implied warranties, including, but not limited to, recovery of consequential damages, the implied
21 warranty of merchantability and implied warranty of fitness for a particular purpose, and by that
22 sale plaintiff effectively waived any such warranty.

23 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

24 22. As a twenty-first and separate affirmative defense, this answering defendant
25 alleges that any defect or nonconformity of which the plaintiffs complain in this matter was
26 proximately caused by the unauthorized or unreasonable use of the goods by the plaintiffs
27 following sale and delivery thereof by defendant to plaintiffs.

28 ///

TWENTY-SECOND AFFIRMATIVE DEFENSE

23. As a twenty-second and separate affirmative defense, this answering defendant alleges that the component parts which are alleged to have been defective were not expressly warranted by this responding party. Therefore, plaintiffs are barred from seeking express warranty damages against this responding party.

TWENTY-THIRD AFFIRMATIVE DEFENSE

24. As a twenty-third and separate affirmative defense, this answering defendant alleges that plaintiffs' cause of action for breach of express warranty and incidental and consequential damages is barred by the express disclaimers and limitations of liability contained in the alleged express warranties made by this defendant.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

25. As a twenty-fourth and separate affirmative defense, this answering defendant alleges that because of plaintiffs' continued use of the vehicle, plaintiffs have waived their right to seek restitution or rescission-type damages against defendant as a matter of law.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

26. As a twenty-fifth and separate affirmative defense, this answering defendant alleges that plaintiffs have failed to provide defendant with a reasonable opportunity to repair the vehicle, thereby waiving any claim for damages.

DATED: May 16, 2008

MURCHISON & CUMMING, LLP

By: 

Richard C. Moreno
Anastasia K. Mazzella
Attorneys for Defendant, FREIGHTLINER
CUSTOM CHASSIS CORPORATION, sued
and served herein as DOE 1

J:\RCM\28430\PLD\ANS-FAC-051608.AKM

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 801 South Grand Avenue, 9th Floor, Los Angeles, California 90017-4613.

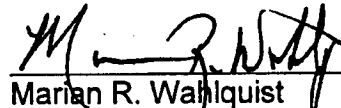
On May 16, 2008, I served true copies of the following document(s) described as **ANSWER TO COMPLAINT ON BEHALF OF FREIGHTLINER CUSTOM CHASSIS CORPORATION** on the interested parties in this action as follows:

SEE ATTACHED LIST

BY MAIL: I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed in the Service List and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with Murchison & Cumming's practice for collecting and processing correspondence for mailing. On the same day that the correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 16, 2008, at Los Angeles, California.


Marian R. Wallquist

SERVICE LIST

Natoli, et al., vs. Tiffin Motor Homes, Inc., etc., et al.

Douglas C. Sohn, Esq.

Attorneys for Plaintiffs

Sohn & Associates

110 West C Street, Suite 1300

San Diego, CA 92101

Telephone: 619-237-7646

Facsimile: 858-484-3365

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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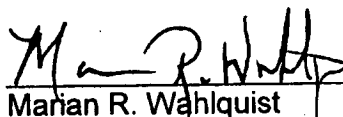
On May 16, 2008, I served true copies of the following document(s) described as **NOTICE TO UNITED STATES DISTRICT COURT CLERK OF REMOVAL OF ACTION; DEMAND FOR JURY TRIAL** on the interested parties in this action as follows:

SEE ATTACHED LIST

BY MAIL: I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed in the Service List and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with Murchison & Cumming's practice for collecting and processing correspondence for mailing. On the same day that the correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on May 16, 2008, at Los Angeles, California.


Marian R. Wahlquist

SERVICE LIST

Natoli, et al., vs. Tiffin Motor Homes, Inc., etc., et al.

Douglas C. Sohn, Esq.

Attorneys for Plaintiffs

Sohn & Associates

110 West C Street, Suite 1300

San Diego, CA 92101

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JS 44 (Rev. 12/07)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Roland Natoli and Barbara Natoli

(b) County of Residence of First Listed Plaintiff San Diego
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Sohn & Associates, 110 West "C" St., Ste. 1300, San Diego, CA 92101; 619-237-7646

DEFENDANTS

Tiffin Motor Homes, Inc. Freightliner Custom Chassis Corp (Doe 1)

County of Residence of First Listed Defendant San Diego
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

Murchison & Cumming (for Freightliner), 801 S. Grand Ave., 9th Flr, Los Angeles, CA 90017; 213-623-7400

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 650 Airline Regs.	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 660 Occupational Safety/Health	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input checked="" type="checkbox"/> 355 Motor Vehicle Product Liability		<input type="checkbox"/> 690 Other	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury		<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 190 Other Contract			<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 195 Contract Product Liability			<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise			<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 890 Other Statutory Actions
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 790 Other Labor Litigation		<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 530 General	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act		<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 535 Death Penalty			<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 540 Mandamus & Other	<input type="checkbox"/> 462 Naturalization Application		<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 463 Habeas Corpus - Alien Detainee		<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 465 Other Immigration Actions		<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
	<input type="checkbox"/> 440 Other Civil Rights				<input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN

(Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

5/16/08

SIGNATURE OF ATTORNEY OF RECORD

J. M.

FOR OFFICE USE ONLY

RECEIPT #

151020

AMOUNT

\$350

APPLYING IFP

JUDGE

MAG. JUDGE

MS 5/16

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553
Brief Description: Unauthorized reception of cable service

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 801 South Grand Avenue, 9th Floor, Los Angeles, California 90017-4613.

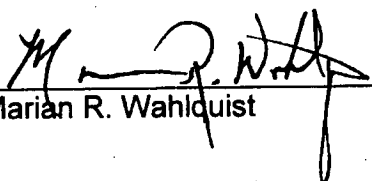
On May 16, 2008, I served true copies of the following document(s) described as **CIVIL COVER SHEET** on the interested parties in this action as follows:

SEE ATTACHED LIST

BY MAIL: I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed in the Service List and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with Murchison & Cumming's practice for collecting and processing correspondence for mailing. On the same day that the correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on May 16, 2008, at Los Angeles, California.


Marian R. Wahlquist

SERVICE LIST

Natoli, et al., vs. Tiffin Motor Homes, Inc., etc., et al.

Douglas C. Sohn, Esq.

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**UNITED STATES
DISTRICT COURT**
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

151020 - MS

**May 16, 2008
15:34:25**

Civ Fil Non-Pris

USAO #: 08-CV-0879 CIVIL FILING

Judge.: THOMAS J WHELAN

Amount.: \$350.00 CK

Check#: BC68944

Total-> \$350.00

FROM: ROLAND NATOLI AND BARBARA NATO
VS. TIFFIN MOTOR HOMES, INC
CIVIL FILING